

TRUST DEED

1983 MAR 14 PM 2 57

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MAR-14-83 7 2 0 6 5 7 26534620 10.00 THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INSTRUMENT, made February 19 19 83, between

Arturo Rivero and Janet Rivero, his wife

herein referred to as "Mortgagors," and

METROPOLITAN BANK AND TRUST COMPANY

an Illinois banking corporation doing business in Chicago, Illinois herein referred to as TRUSTEE, witnesseth: THAT, WHEREAS the Mortgagors are justly indebted to the legal holder or holders of the Instalment Note herein after described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of Fifteen thousand and no/100-----Dollars (\$15,000.00), evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to the order of METROPOLITAN BANK AND TRUST COMPANY and delivered, in and by which said Note the Mortgagors promise to pay said principal sum plus simple interest from date of disbursement at the rate of 16 per cent per annum in instalments of principal and interest as follows: Five hundred twenty seven and 36/100-----Dollars (\$527.36), on the 1st day of April 19 83 and a like amount of money on the 1st day of each month thereafter until said note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the 1st day of September 19 84 and the principal of each instalment unless paid when due shall bear interest at the rate of 18 per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Chicago, Illinois, as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of METROPOLITAN BANK AND TRUST COMPANY in said City,

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the city of Chicago COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

Lot 20 in Block 1 in Cass' Subdivision of the South West 1/4 of the South East 1/4 of the North West 1/4 of Section 8, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois

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this document prepared by William Navotio (JLG) One West Monroe St. Chicago, IL 60613

which, with the property hereinafter described, is referred to herein as the "premises." TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, inador beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by the mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs, successors and assigns.

Witness the hand and seal of Mortgagors the day and year first above written.

Arturo Rivero [SEAL] Janet Rivero [SEAL]

STATE OF ILLINOIS, I, Maria V. Cavazos, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT County of COOK Arturo Rivero & Janet Rivero, his wife

who are personally known to me to be the same persons whose names are on the foregoing instrument, appeared before me this day in person and acknowledged that they executed and delivered the said instrument as their free and voluntary act and deed, and that the contents herein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal this 19th day of March 1983

Maria V. Cavazos Notary Public

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED):

- 1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed... (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for labor or material... (3) pay when due any indebtedness which may be secured by a lien or charge on the premises... (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises... (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof... (6) make no material alterations in said premises except as required by law or municipal ordinance.
2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the note duplicate receipts therefor...
3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby...
4. In case of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinafter required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior to the lien hereof...
5. The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate...
6. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof...
7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof...
8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings...
9. Upon or at any time after the filing of a bill to foreclose this trust deed, the court in which such bill is filed may appoint a receiver of said premises...
10. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same...
11. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.
12. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be obligated to record this trust deed or to exercise any power herein given unless expressly obligated by the terms hereof...
13. Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid...
14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed...
15. This trust deed and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors...
16. The holders of the note secured by this trust deed, at their sole option, reserve the right to extend, modify or renew the note secured hereby at any time and from time to time...
17. Mortgagors agree that until said note and any extension or renewal thereof and also any and all other indebtedness of Mortgagors to the holders of the note, hereafter incurred, and without regard to the nature thereof, shall have been paid in full by Mortgagors will not, without the prior written consent of the holders of the note (1) create or permit any lien or other encumbrance, or (2) than preserve existing liens and liens securing the payment of loans and advances made to them by the holders of the note to exist on said real estate, or (3) transfer, sell, convey or in any manner dispose of said real estate.

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IMPORTANT
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD.
The Instalment Note mentioned in the within Trust Deed has been identified herewith under Identification No.
METROPOLITAN BANK AND TRUST COMPANY, as Trustee
by Assistant Secretary, Assistant Vice President, Assistant Trust Officer

DEVELOPER
NAME Metropolitan Bank & Trust Co.
STREET 2201 W. Cermak Rd.
CITY Chicago, IL 60608
INSTRUCTIONS OR
RECORDER'S OFFICE BOX NUMBER

FOR RECORDERS INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE
1356 W. 51st Street, Chicago, Illinois